

ACCESS AUTHORIZATION

1. I, _____, am the [beneficiary] -OR- [Owner] of property located at _____ (Property), and as such, have the authority to sign this authorization on behalf of myself, and any other beneficiaries or owners of the Property.
2. I grant authorization to the United States Environmental Protection Agency (EPA), its officers, employees, contractors, and other authorized representatives to access to the Property. By signing and dating this Access Authorization, I am acknowledge that EPA's removal activities on the Property may include, but are not limited to the following:
 - a. Transporting equipment onto and about the Property in preparation of the permanent plugging and abandonment of the oil well;
 - b. Preparing the Property, as necessary, (i.e. using heavy equipment to dig temporary pits, build access roads, level the site, etc);
 - c. Entering the hole using drilling rods, subs, rotary bits or other necessary equipment to wash down and/or ream out any associated obstructions within the entire section of borehole or any appropriate depth;
 - d. Logging the oil well using appropriate geophysical logging suites to determine the relative depths of associated geologic units, the quality of cement behind the various casing strings, and implementing the proper shooting and/or cutting of casing intervals prior to circulating cement;
 - e. Removing casing and tubing as required;
 - f. Plugging the oil well with the appropriate class of cement to prevent the migration of oil and brine into underground sources of drinking water and/or the environment;
 - g. Inspecting, sketching, photographing, and/or video-taping the Property;
 - h. Removing and/or salvaging any oil well production related equipment (including but not limited to tanks, pumps, tubing, casing and/or piping); and
 - i. Conducting Property restoration activities as required.
3. The consent for access and use granted herein will commence on _____ and will continue until EPA completes the plugging activities.
4. I realize and understand that these actions by EPA are undertaken pursuant to its response and enforcement responsibilities under National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 CFR §300.130 and Section 311 of the Clean Water Act, as amended by the Oil Pollution Act of 1990 (OPA), 33 USC § 1321.
5. I have been given the opportunity to perform the activities described above, and have elected not to perform these activities. Responsible Parties are defined in Section 1001(32) of OPA. I understand that Responsible Parties may be held liable for removal costs and damages associated with oil discharge or substantial threat of a discharge, as those terms are defined in Section 1001 of OPA. However, my signature on this Access Authorization does not constitute an admission of liability.

Signature

Date

Print Name

Contact Phone Number